



der Title 5, United States Code, Section 554, for the termination or formal suspension of any interest in the Right-of-Way, the Authorized Officer shall give the affected Permittee or Permittees notice in writing of the alleged ground or grounds for termination or formal suspension, with sufficient particularity to enable the Permittee or Permittees to cure if the ground or grounds that are alleged constitute a breach of this Agreement. The Permittee or Permittees shall have:

- (a) thirty (30) days, in the case of any failure or refusal to pay money, and
- (b) sixty (60) days in all other cases,

from (and not including) the date of delivery of the notice within which to cure the alleged breach or breaches of this Agreement. If the alleged breach or breaches (other than with respect to the payment of money) cannot be cured within sixty (60) days, the Permittee or Permittees shall be entitled to such additional time as may be necessary to cure; *provided, however*, that the affected Permittee or Permittees (whose interest in the Right-of-Way would be terminated or formally suspended if the United States prevailed in a proceeding to terminate or formally suspend the interest on the ground or grounds asserted in the notice) first demonstrate to the satisfaction of the Authorized Officer that the necessary curative actions were undertaken promptly and have been diligently prosecuted towards completion; *provided further*, that the aforesaid additional time to cure shall not exceed ninety (90) days from (and not including) the last day of the said sixty (60) day period, without the prior written consent of the Authorized Officer, which shall specify the last day (to be determined by the Authorized Officer) upon which the curative action must be completed to the satisfaction of the Authorized Officer. The consent of the Authorized Officer to additional time (in excess of the said ninety (90) day period) to cure shall not be unreasonably withheld, and shall normally be given in situations involving physical activities of Permittees in connection with construction, maintenance, operation or termination of the Pipeline which Permittees can demonstrate require more time.

F. The foregoing provisions of subsection E of this Section shall not apply with respect to a breach under any one or more of the following Sections of the Agreement: 20 (Insolvency), 24 (Duty of Permittees to Abate), 25 (Temporary Suspension of Activities).

### 32. Release of Right-of-Way

A. In connection with the relinquishment, abandonment or other termination before the expiration of the grant of the Right-of-Way, of any right or interest in the Right-of-Way, and/or in the use of all or any part of the lands subject to the Right-of-Way, each Permittee holding such right or interest shall promptly execute and deliver to the United States, through the Authorized Officer, a valid instrument of release in recordable form, which shall be executed and acknowledged with the same formalities as a deed. The instrument of release shall contain, among other things, appropriate recitals, a description of the pertinent rights and interests, and, for the benefit of the United States and its grantees or assigns, express representations and warranties by the Permittee that it is the sole owner and holder of the rights or interests described therein and that such rights or interests are free and clear of all liens, equities or claims of any kind requiring or that may require the consent of a third party, claiming in whole or in part by, through or under the Permittee, for the valid release or extinguishment thereof, except for such that are owned or claimed by third parties which have joined in the execution of the release. The form and substantive content of each instrument of release shall be approved by the Authorized Officer but, except as otherwise expressly provided for above in this subsection in no event shall any such instrument operate to increase the then-existing liabilities and obligations of the Permittee furnishing the release.

B. Each release shall be accompanied by such resolutions and certifications as the Authorized Officer may require in connection with the power or the authority of the Permittee, or of any officer or agent acting on its behalf, to execute, acknowledge or deliver the release.

C. Neither the tender, nor the approval and/or acceptance, of any such release shall operate as an estoppel or waiver of any claim or judgment against a Permittee or to relieve or discharge, in whole or in part, any Permittee of and from any of its then-existing liabilities or obligations (accrued, contingent or otherwise); and, notwithstanding any such tender or delivery, or any approval of the Authorized Officer, if a release shall contain any provision that operates, or that by implication might operate, to discharge or relieve,



in whole or in part, a Permittee of and from any of its liabilities or obligations (accrued, contingent or otherwise) or that operates or might operate as an estoppel or waiver of any claim or judgment against a Permittee, or as a covenant not to sue, such provision shall be, and shall be deemed to be, void and of no effect whatsoever insofar as it would have the effect of so discharging or relieving a Permittee or operating as an estoppel, waiver or covenant not to sue.

### 33. Agreements Among Permittees

A. The Original Permittees, and each of them, represent and covenant with the United States that they have entered into only the following agreements, and no other agreements, written or oral (excluding prior agreements that no longer have any force or effect), which establish each Original Permittee's interest in the Pipeline System venture and each Original Permittee's relationships with the common agent, as referred to in Stipulation 1.4, for all or any phase of the construction, operation, maintenance and termination of the Pipeline System or any part thereof:

- (1) Agreement entitled "Trans-Alaska Pipeline System Agreement", dated as of August 27, 1970, by and among Atlantic Pipe Line Company,\* BP Pipe Line Corporation,\* Humble Pipe Line Company,\* Amerada Hess Corporation, Home Pipe Line Company, Mobil Pipe Line Company, Phillips Petroleum Company, and Union Oil Company of California, with Exhibit "C", entitled "Enabling Agreement", annexed thereto;
- (2) Agreement entitled "First Supplemental Agreement", dated as of August 27, 1970, by the same parties;
- (3) Agreement entitled "Second Supplemental Agreement", dated as of August 27, 1970, by the same parties;
- (4) Agreement entitled "Third Supplemental Agreement", dated as of August 27, 1970, by the same parties;

\*ARCO Pipe Line Company, a Delaware corporation, represents and covenants that it is the successor by merger to all of the rights and obligations of Atlantic Pipe Line Company. Sohio Pipe Line Company, a Delaware corporation, represents and covenants that it is the successor by merger to all of the rights and obligations of BP Pipe Line Corporation. Exxon Pipeline Company, a Delaware corporation, represents and covenants that it is the same corporation as Humble Pipe Line Company, but that its name has been duly changed to "Exxon Pipeline Company."

- (5) Agreement entitled "Fourth Supplemental Agreement", dated as of August 27, 1970, by the same parties;
- (6) Agreement entitled "Fifth Supplemental Agreement", dated as of August 27, 1970, by the same parties;
- (7) Agreement entitled "Agreement for the Design and Construction of the Trans-Alaska Pipeline System", dated as of August 27, 1970, by and among Atlantic Pipe Line Company, BP Pipe Line Corporation, Humble Pipe Line Company, Amerada Hess Corporation, Home Pipe Line Company, Mobil Pipe Line Company, Phillips Petroleum Company, Union Oil Company of California, and Alyeska Pipeline Service Company;
- (8) Agreement entitled "Shareholders Agreement for Alyeska Pipeline Service Company", dated as of August 27, 1970, by the same parties as those listed with respect to the agreement referred to immediately above;
- (9) Assignment, Assumption, Release and Consent Agreement, dated as of August 28, 1970, in connection with the transfer by Home Pipe Line Company to the other participating companies of all of its rights, title, and interest in the Pipeline System and in the foregoing agreements, and as a shareholder in and to Alyeska Pipeline Service Company.
- (10) Assignment, Conveyance, and Transfer Agreement, dated December 11, 1973, in connection with the transfer by Mobil Pipe Line Company to Mobil Alaska Pipeline Company, a Delaware Corporation, of all of the former company's rights under all agreements relating to the Trans-Alaska Pipeline System, to which the former company is a party, and all real or personal property in which the former company may have acquired an ownership interest pursuant to such agreements, and under which Assignment, Conveyance and Transfer Agreement Mobil Alaska Pipeline Company assumes all undischarged obligations of Mobil Pipe Line Company under any and all of the above mentioned Trans-Alaska Pipeline System agreements, together with certain supporting documents (five in



number) each dated December 11, 1973; and

- (11) Assignment, Conveyance, and Transfer Agreement, dated January 8, 1974, in connection with the transfer by Union Oil Company of California to Union Alaska Pipeline Company, a California Corporation, of all of the former company's rights under all agreements relating to the Trans-Alaska Pipeline System to which the former company is a party, and all real or personal property in which the former company may have acquired an ownership interest pursuant to such agreements, and under which Assignment, Conveyance and Transfer Agreement Union Alaska Pipeline Company assumes all undischarged obligations of Union Oil Company of California under any and all of the above mentioned Trans-Alaska Pipeline System agreements.

B. Said agreements are referred to collectively as the "Ownership Agreements." Each affected Permittee shall file promptly with the Authorized Officer true and complete copies of all modifications of the Ownership Agreements and of all instruments superseding, supplementing, cancelling or rescinding, in whole or in part, any one or more of the Ownership Agreements.

C. In the event Permittees execute an "Operating Agreement", as contemplated in Section 5.1 of the agreement described in subsection A(1) above in this Section, or any like or similar agreement with respect to the operation, maintenance, or termination of all or any part of the Pipeline System, Permittees shall file promptly with the Authorized Officer a true and complete copy thereof, together with like copies of all modifications of, and all agreements superseding, supplementing, cancelling or rescinding, in whole or in part, the Operating Agreement or any such like or similar agreement.

#### 34. Access to Documents

A. As to any documents or records not filed (or required to be filed under any other provision of this Agreement) with the Secretary or the Authorized Officer that shall be relevant to the exercise or enforcement by the Secretary of his authority or the rights of the United States under

or in connection with this Agreement or with respect to all or any part of the Pipeline System, the Secretary shall have the right, after notice to the affected Permittee, to inspect and copy: (1) any document or record which a Permittee is required by this Agreement to make or maintain, (2) any document or record that at any time has been filed by a Permittee with any governmental department or agency, access to which is not prohibited or limited by law or regulation, or (3) any abstract, summary or other document that may have been prepared by any governmental department or agency in connection with any document or record referred to in (2) above.

B. Subject to the requirement that the documents or records, herein below referred to, shall be relevant to the exercise or enforcement by the Secretary of his authority or the rights of the United States under or in connection with this Agreement or with respect to all or any part of the Pipeline System, the Secretary, after notice to the affected Permittee, may inspect and, with the consent of the affected Permittee (which consent each Permittee agrees will not be unreasonably withheld or delayed), may copy any document or record that has been or may hereafter be filed by a Permittee with any governmental agency, access to which is prohibited or limited by law or regulation, and any abstract, summary or other document that may have been prepared by a governmental department or agency in connection with any such document or record; *provided, however*, that the rights of the Secretary under this subsection may be exercised only if, and to the extent that, this provision constitutes a valid waiver of any such prohibition or limitation.

C. Nothing in this Section shall be deemed to limit, prohibit, or waive any right or privilege of the United States, and particularly of the Secretary, to inspect or copy any document or record under any authority granted pursuant to law or regulations.

#### 35. Rights of Third Parties

The parties hereto do not intend to create any rights under this Agreement that may be enforced by third parties for their own benefit or for the benefit of others.



### 36. Covenants Independent

Each and every covenant contained in this Agreement is, and shall be deemed to be, separate and independent of, and not dependent on, any other covenant contained in this Agreement.

### 37. Partial Invalidity

If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforced to the fullest extent permitted by law.

### 38. Waiver Not Continuing

The waiver by any party hereto of any breach of any provision of this Agreement by any other party hereto, whether such waiver be expressed or implied, shall not be construed to be a continuing waiver or a waiver of, or consent to, any subsequent or prior breach on the part of such other party, of the same or any other provision of this Agreement.

### 39. Remedies Cumulative; Equitable Relief

Except as otherwise expressly provided in subsections B and D of Section 13 of this Agreement, no remedy conferred by this Agreement upon or reserved to the United States or to Permittees is intended to be exclusive of any other remedy provided for by this Agreement or by law, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in equity or at law; and the United States, in a proper action insti-

tuted by it, may seek a decree against a Permittee or Permittees for specific performance, injunctive or other equitable relief, as may be appropriate.

### 40. Section Headings

The section headings in this Agreement are for convenience only, and do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the section to which they pertain.

### 41. Authority to Enter Agreement

Each Original Permittee represents and warrants to the United States that: (1) it is duly authorized and empowered under the applicable laws of the State of its incorporation and by its charter and by-laws to enter into and perform this Agreement in accordance with the provisions hereof; (2) its board of directors, or duly authorized executive committee, has duly approved, and has duly authorized, the execution, delivery and performance by it of this Agreement; (3) all corporate and shareholder action that may be necessary or incidental to the approval of this Agreement, and the due execution, delivery and performance hereof by Permittee, has been taken; and (4) that all of the foregoing approvals, authorizations and actions are in full force and effect at the time of the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

UNITED STATES OF AMERICA

By /s/ ROGERS C. B. MORTON

*Secretary of the Interior*

AMERADA HESS CORPORATION

By /s/ BERNARD T. DEVERIN

*Senior Vice President*



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ARCO PIPE LINE COMPANY  
By /s/ C. T. CARTER  
*President*

EXXON PIPELINE COMPANY  
By /s/ W. S. SPANGLER  
*President*

MOBIL ALASKA PIPELINE COMPANY  
By /s/ E. J. WACKER, JR.  
*Vice President*

PHILLIPS PETROLEUM COMPANY  
By /s/ CARSTENS SLACK  
*Vice President*

SOHIO PIPE LINE COMPANY  
By /s/ ALLEN D. DORRIS  
*President*

UNION ALASKA PIPELINE COMPANY  
By /s/ SAM A. SNYDER  
*Vice President*